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5 Attorneys for Defendants
6 Instacare Corp. and
7 PharmaTech Solutions, Inc.

8
9 **UNITED STATES DISTRICT COURT**
10
11 **NORTHERN DISTRICT OF CALIFORNIA**

12 **GOTHAM INSURANCE COMPANY,**

13 **Plaintiff in Interpleader,**

14 **vs.**

15 **SHASTA TECHNOLOGIES, LLC,**
16 **INSTACARE CORP. and**
17 **PHARMATECH SOLUTIONS, INC.**

18 **Defendants in Interpleader.**

19 **AND RELATED COUNTER-CLAIM.**

20 **Case No.: 5:13-CV-03810-BLF**

21 **STIPULATION RE PRODUCTION OF**
22 **LIFESCAN SETTLEMENT**
23 **AGREEMENT; AND**

24 **~~[PROPOSED] ORDER THEREON~~**

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1 other hand, in that matter entitled *LifeScan Scotland Ltd. v. Shasta Technologies, LLC, et. al.*, Case, No. CV11-04494 (U.S.D.C. N.D. Cal. San Jose Div.) (hereafter the “Patent Litigation”), and all related documents thereto; (ii) all communications between LifeScan, one the one hand, and Shasta, and Conductive Technologies, Inc. (hereafter “CTI”) on the other hand, pertaining to the Settlement; and (iii) all communications between Shasta and CTI pertaining to the LifeScan Settlement; and

7 WHEREAS, Shasta has objected to PharmaTech’s Document Demand on a
8 variety of grounds, including various asserted privileges, and the agreement of the
9 parties to the LifeScan Settlement to keep the LifeScan Settlement and its terms
10 “confidential;” and

11 WHEREAS, counsel for Shasta and PharmaTech have met and conferred in good
12 faith to resolve this discovery dispute without the necessity of a formal Motion to
13 Compel;

14 NOW THEREFORE THE PARTIES HEREBY AGREE AND STIPULATE,
15 through their respective counsel of record, as follows:

- 16 1. Shasta’s counsel will produce to PharmaTech’s counsel the LifeScan
17 Settlement within five business days after this Stipulation and
18 Proposed Order is signed by the Court.
- 19 2. The LifeScan Settlement Agreement will be marked “Confidential-
20 Attorneys’ Eyes only.”
- 21 3. The undersigned counsel for PharmaTech will be the only person
22 entitled to review the LifeScan Settlement, and said counsel will not
23 allow any other person, including any person from PharmaTech, to
24 review the LifeScan Settlement, nor will PharmaTech’s counsel
25 disclose the contents of the LifeScan Settlement to any person
26 during counsel’s review.

- 1 4. If, after such review, the undersigned counsel for PharmaTech
2 believes in good faith that the LifeScan Settlement is relevant to
3 PharmaTech's defenses and position in the captioned Interpleader
4 Action, and should not be marked either "confidential," or "for
5 attorneys' eyes only," counsel shall so inform Shasta's counsel in
6 writing with the reasons therefore set forth. The parties agree to
7 meet and confer about any such communication within three (3)
8 days.
- 9 5. Thereafter, counsel for PharmaTech may make whatever motion is
10 necessary to the Court to declassify the LifeScan Settlement as either
11 "confidential," and/or "for attorneys' eyes only."
- 12 6. Counsel for PharmaTech may also include in said Motion a motion
13 to compel production of: (i) all documents related to the LifeScan
14 Settlement; (ii) all communications between LifeScan, one the one
15 hand, and Shasta, and Conductive Technologies, Inc. (hereafter
16 "CTI") on the other hand, pertaining to the Settlement; and (iii) all
17 communications between Shasta and CTI pertaining to the LifeScan
18 Settlement. Shasta reserves the right to oppose any such motion.
- 19 7. During the pendency of said Motion, counsel for PharmaTech shall
20 continue to treat the LifeScan Settlement as "confidential" and "for
21 attorneys' eyes only" until the Motion is decided.
- 22 8. If counsel for Shasta believes in good faith that the LifeScan
23 Settlement should be filed under seal in connection with said
24 Motion, Shasta's counsel shall have the burden of moving the Court
25 to have the LifeScan Settlement filed under seal.

1 9. The parties hereto agree that should there be in the event of a breach
2 of this Stipulation, the aggrieved party shall be entitled to seek
3 injunctive relief from this Court.

4

5 DATED: 12/4, 2015

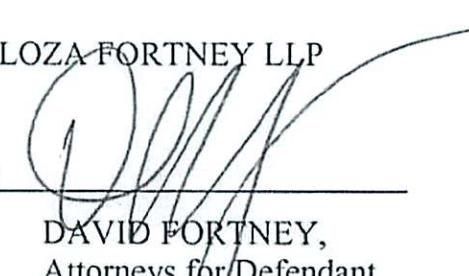
6 BAER & TROFF LLP

7 By: 

8 ERIC TROFF,
9 Attorneys for Defendants
10 Instacare Corp. and Pharmatech
11 Solutions, Inc.

12 DATED: 12/4, 2015

13 OGLOZA FORTNEY LLP

14 By: 

15 DAVID FORTNEY,
16 Attorneys for Defendant
17 Shasta Technologies, LLC

1 **[PROPOSED] ORDER**
2

3 Pursuant to the Stipulation of counsel, AND GOOD CAUSE APPEARING,
4 IT IS HEREBY ORDERED THAT:

- 5 1. Shasta's counsel will produce to PharmaTech's counsel the LifeScan
6 Settlement within five business days after this Stipulation and
7 Proposed Order is signed by the Court.
- 8 2. The LifeScan Settlement Agreement will be marked "Confidential-
9 Attorneys' Eyes only."
- 10 3. Counsel for PharmaTech will be the only person entitled to review
11 the LifeScan Settlement, and said counsel will not allow any other
12 person, including any person from PharmaTech, to review the
13 LifeScan Settlement, nor will PharmaTech's counsel disclose the
14 contents of the LifeScan Settlement to any person during counsel's
15 review.
- 16 4. If, after such review, counsel for PharmaTech believes in good faith
17 that the LifeScan Settlement is relevant to PharmaTech's defenses
18 and position in the captioned Interpleader Action, and should not be
19 marked either "confidential," or "for attorneys' eyes only," counsel
20 shall so inform Shasta's counsel in writing with the reasons therefore
21 set forth.
- 22 5. Thereafter, counsel for PharmaTech may make whatever motion is
23 necessary to the Court to declassify the LifeScan Settlement as either
24 "confidential," and/or "for attorneys' eyes only."
- 25 6. Counsel for PharmaTech may also include in said Motion a motion
26 to compel production of: (i) all documents related to the LifeScan
27 Settlement; (ii) all communications between LifeScan, one the one

1 hand, and Shasta, and Conductive Technologies, Inc. (hereafter
2 "CTI") on the other hand, pertaining to the Settlement; and (iii) all
3 communications between Shasta and CTI pertaining to the LifeScan
4 Settlement. Shasta shall have the right to oppose any such motion.

5 7. During the pendency of said Motion, counsel for PharmaTech shall
6 continue to treat the LifeScan Settlement as "confidential" and "for
7 attorneys' eyes only" until the Motion is decided.

8 8. If counsel for Shasta believes in good faith that the LifeScan
9 Settlement should be filed under seal in connection with said
10 Motion, Shasta's counsel shall have the burden of moving the Court
11 to have the LifeScan Settlement filed under seal.

12 9. Should there be any breach of this Stipulation, the aggrieved party
13 aggrieved may seek whatever injunctive relief is appropriate from
14 this Court.

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16
17 DATED: December 7, 2015

Paul S. Averill

18 UNITED STATES MAGISTRATE JUDGE